

FILED  
RICHARD W. NAGEL  
CLERK OF COURT

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
TUSCARAWAS COUNTY DIVISION EASTERN

2021 JUL -9 PM 2:00

U.S. DISTRICT COURT  
SOUTHERN DIST. OHIO  
EAST. DIV. COLUMBUS

VINCENT D. WILSON

(Enter Above the Name of the Plaintiff in this Action)

vs.

ATTORNEY ROBERT D. CASTRIONE JR,

(Enter above the name of the Defendant in this Action)

If there are additional Defendants, please list them:

JUDGE JASON JACKSON

2 21CV3913

Judge Morrison

MAGISTRATE JUDGE JOLSON

COMPLAINT

I. Parties to the action:

Plaintiff: Place your name and address on the lines below. The address you give must be the address where the court may contact you and mail documents to you. A telephone number is required.

VINCENT DALE WILSON

Name - Full Name Please - PRINT

120 N 2nd ST.

Street Address

DENNISON, OHIO 44621

City, State and Zip Code

740-922-9831

Telephone Number

If there are additional Plaintiffs in this suit, a separate piece of paper should be attached immediately behind this page with their full names, addresses and telephone numbers. If there are no other Plaintiffs, continue with this form.

SEE PAGE 1

PAGE 1

CYNTHIA LYNN PANGRAZIO  
120 N 2ND. ST.  
DENNISON, OHIO 44621  
740-922-9831

Defendant(s):

Place the name and address of each Defendant you listed in the caption on the first page of this Complaint. This form is invalid unless each Defendant appears with full address for proper service.

1. ROBERT D. CASTRICONI JR  
Name - Full Name Please  
471 EAST BROAD ST. 12th FLOOR COLUMBUS OH. 43215  
Address: Street, City, State and Zip Code

2. JASON JACKSON  
336 E. THIRD ST. UHRICHSVILLE OH. 44683

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

If there are additional Defendants, please list their names and addresses on a separate sheet of paper.

II. Subject Matter Jurisdiction

Check the box or boxes that describes your lawsuit:

Title 28 U.S.C. § 1343(3)  
[A civil rights lawsuit alleging that Defendant(s) acting under color of State law, deprived you of a right secured by federal law or the Constitution.]

Title 28 U.S.C. § 1331  
[A lawsuit "arising under the Constitution, laws, or treaties of the United States."]

Title 28 U.S.C. § 1332(a)(1)  
[A lawsuit between citizens of different states where the matter in controversy exceeds \$75,000.]

Title 13 United States Code, Section 1337. § 3  
[Other federal status giving the court subject matter jurisdiction.]

III. Statement of Claim

Please write as briefly as possible the facts of your case. Describe how each Defendant is involved. Include the name of all persons involved, give dates and places.

Number each claim separately. Use as much space as you need. You are not limited to the papers we give you. Attach extra sheets that deal with your statement claim immediately behind this piece of paper.

I VINCENT O. WILSON P.O.A. FOR CYNTHIA L.

PANGRAZIO WAS TO BE HER AGENT IN COURT  
FOR BEING SUED FOR AN ACCOUNT THAT IS  
NOT HER'S. SHE IS 74 YEARS OLD, IN  
FINANCIAL HARDSHIP AND DISABLED.

SHE SWITCHED SOME OF HER CREDIT CARDS  
TO A COMPANY CALLED YF SOLUTION, WHICH  
OF COURSE TURNED OUT TO BE A SCAM!!!

SO NOW SHE IS BEING SUED BY CAPITAL  
ONE BANK AND ATTORNEY ROBERT D.

CASTRICONE JR. THE JUDGE FOR THIS  
CASE AND THAT IS ALL OVER THE  
PAPER WORK IS JUDGE BRAD L. HILLER.  
THE PROBLEM IS HE IS NOT THE JUDGE  
THAT WOULD BE JASON JACKSON, AND  
TOGETHER WITH ATTORNEY ROBERT D.  
CASTRICONE JR, REMOVED ME FROM

DEFENDING CYNTHIA PANGRAZIO IN  
COURT, I HAD NO SAY, AND WAS NOT  
NOTIFIED IN ADVANCE!!! CYNTHIA AND

I HAVE MET WITH 2 DIFFERENT LAWYERS  
AND BOTH SAID SHE SHOULD SETTLE.

SHE DOES NOT WANT THAT, SO I WOULD  
LIKE TO BE PUT BACK AS HER DEFENSE,

"SEE NEXT PAGE"

PAGE 2

ON 3/24/2021 JUDGE JASON JACKSON,  
"THIS IS THE ONLY TIME SO FAR HIS  
NAME IS ON ANY OF THE THE COURT  
DOCUMENTS" AGREED WITH THE ATTORNEY  
FOR THE PLAINTIFF CAPITAL ONE BANK  
ROBERT D. CASTRICONE JR. TO REMOVE  
ME FROM DEFENDING CYNTHIA PANGRAZIO  
IN LITIGATION AS HER P.O.A.

LIKE I SAID EARLIER IN THIS  
LETTER THE 2 ATTORNEY'S THAT I  
TALKED TO "FREE CONSULTATION'S"  
WANTED TO SETTLE, BUT THE PROBLEM  
IS IF SOLUTION IS BEING SUED RIGHT  
AT THIS MOMENT AND TIME IN  
ORLANDO, FL, FOR FRAUD AND SCAMS  
AGAINST THE ELDERLY!!! SO CYNTHIA  
PANGRAZIO IS REPRESENTING HERSELF  
IN THIS CASE, LIKE I SAID BEFORE,  
SHE IS DISABLED, 74 YEARS OLD, AND  
USES A WALKER, "WHICH THE COURT  
KNOWS ALL OF THIS"!!!

YOU WILL FIND ALL THE PROOF  
FOR THIS LETTER ATTACHED, AND  
HOPEFULLY MAKE YOUR DECISION.

THANK YOU FOR YOUR TIME,  
Vincent D. Wilson

IV. Previous lawsuits:

If you have been a Plaintiff in a lawsuit, for each lawsuit state the case number and caption.  
(Example, Case Number: 2:08-cv-728 and Caption: John Smith vs. Jane Doe).

Case Number

Caption

CVF2100050 CAPITAL ONE BANK vs. PANGRAZIO, CYNTHIA L

vs. \_\_\_\_\_

vs. \_\_\_\_\_

V. Relief

In this section please state (write) briefly exactly what you want the court to do for you. Make no legal argument, cite no case or statutes.

PLEASE LET ME DO MY DUTY.  
THANK YOU, VINCENT.

I state under penalty of perjury that the foregoing is true and correct. Executed on  
this 6<sup>th</sup> day of JULY, 20 21

Vincent D. Wilson  
Signature of Plaintiff

# TUSCARAWAS COUNTY COURT

336 East 3rd Street  
Uhrichsville, Oh 44683

(Rules 4 and 9)

TO: The Following Named Defendant: Pangrazio, Cynthia L.

|                           |   |                         |
|---------------------------|---|-------------------------|
| Capital One Bank (Usa) Na | ) | 120 N 2nd St            |
|                           | ) | Dennison Oh 44621       |
| Plaintiff(s)              | ) | Case No.: CVF2100050.   |
| -vs-                      | ) | SUMMONS IN CIVIL ACTION |
|                           | ) | (Rules 4 and 9)         |
| Pangrazio, Cynthia L      | ) |                         |
|                           | ) |                         |
| Defendant(s)              | ) | Judge Brad L. Hillyer   |

\* \* \* \* \* \* \* \* \* \* \* \*

You have been named Defendant(s) in a Complaint filed in the  
TUSCARAWAS COUNTY COURT by the above Plaintiff(s). A copy of  
the Complaint is attached hereto.

You are hereby summoned and required to serve upon the Plaintiff's Attorney, or upon the Plaintiff if he has no Attorney of Record, a copy of your Answer to this Complaint within twenty-eight (28) days after the service of this summons upon you, excluding the date of service. Your answer must be filed with the Court within three (3) days after the service of a copy of the Answer on the Plaintiff's Attorney.

Failure to appear and present a defense to this Complaint will result in a judgment by default being rendered against you for the relief demanded in the Complaint.

Plaintiff or Attorney :  
Atty Castricone Jr  
471 E Broad St-12th Fl  
Columbus Oh 43215

Melissa Dillehay  
Clerk of Court

Date: Feb 9, 2021

by: J. Pall  
J. Pall  
Deputy Clerk

RETURN OF SERVICE OF SUMMONS (PERSONAL)

|                |   |
|----------------|---|
| Fees           | I received this summons on _____ 20 _____         |
| Mileage _____  | at _____ o'clock _____ M. and made personal       |
| _____          | service of it upon _____                          |
| _____          | by locating /him/her and tendering a copy of the  |
| _____          | summons, a copy of the complaint and accompanying |
| Total \$ _____ | document on _____ 20 _____.                       |
|                | 2) by posting on door of aforesaid premises.      |
|                | 3) by leaving with _____                          |
|                | a responsible person.                             |
|                | 4) Other _____                                    |

Serving Officer, Title

Return Date

**TUSCARAWAS COUNTY COURT**

336 East 3rd Street  
Uhrichsville, Oh 44683  
(740) 922-4795

\* \* \* \* \*

|                           |   |                       |
|---------------------------|---|-----------------------|
| Capital One Bank (Usa) Na | ) | Case No. CVF2100050   |
| 471 E Broad St-12th Fl    | ) |                       |
| Columbus Oh 43215         | ) |                       |
| Plaintiff                 | ) |                       |
| -vs-                      | ) | NOTICE OF ASSIGNMENT  |
| Pangrazio, Cynthia L      | ) |                       |
| 120 N 2nd St              | ) |                       |
| Dennison Oh 44621         | ) |                       |
| Defendant                 | ) | Judge Brad L. Hillyer |

\* \* \* \* \*

You are hereby notified that the above case has been assigned  
for a Pretrial on Wednesday 04/14/2021 at  
09:00 AM in the TUSCARAWAS COUNTY COURT Uhrichsville, Oh 44683

Failure to appear may result in a judgment being granted against  
you.

Date: Mar 15, 2021

Melissa Dillehay  
Clerk of Court

by: Holly Myers  
Holly Myers  
Deputy Clerk

cc: Attorney Robert Castricone  
Cynthia Pangrazio

IN THE TUSCARAWAS COUNTY COURT

CAPITAL ONE BANK (USA), N.A.  
C/O Lyons, Doughty & Veldhuis, P.C.  
471 East Broad Street 12th Floor  
Columbus OH 43215

PLAINTIFF,

VS.

CYNTHIA L PANGRAZIO  
120 N 2ND ST  
DENNISON OH 44621-1264

CASE NO.

21 CVF 50

FEB 4 2021

DEFENDANT(S).

COMPLAINT

1. Pursuant to the statement attached hereto Defendant(s) owes Plaintiff the sum of \$3,122.66 as a result of Defendant's non-payment of Defendant's obligation to Plaintiff under account number XXXXXXXXXXXXXXX5726.
2. Defendant(s) is in default of the obligation to pay said balance and the same is now due and owing.
3. The defendant in this matter is not currently on active duty in the military. Attached hereto is a form from the Defense Manpower Data Center confirming that the defendant is not currently in the active duty military.

WHEREFORE, Plaintiff prays for judgment against Defendant(s) in the amount of the principal sum of \$3,122.66, plus costs of this action. Plaintiff does not seek recovery of attorney's fees in this action. Plaintiff waives post judgment interest.

**LYONS, DOUGHTY & VELDHUIS P.C.**

BY:

Attorneys for Plaintiff  
 Jackson T. Moyer 0081119  
 Thomas R. Myers 0041111  
 Robert D. Castricone Jr. 0097650  
 Keith Esposito 0100467

471 East Broad Street 12th Floor

Columbus, OH 43215

(614) 229-3888 • info@ldvlaw.com



**Cynthia L. Pangrazio  
120 N. 2nd Street  
Dennison, OH 44621**

Congratulations! You have taken your "first step" towards generating your personalized Debt Control Action Plan. This will provide you with a path to follow in which to get you and your family out of debt three to five times faster than the plan you are currently on. You may contact your personal financial advisor as often as you would like at no additional cost to renegotiate all of your credit card debt. We look forward to working with you to continue to reduce your overall debt, interest and finance charges on all of your accounts.

We want you to fully understand our program and our objectives. Therefore, we encourage you to review the enclosed material.

We were successfully able to reduce your accounts as follows :

**Bank of America account ending in 4437 with an interest rate of 12.49% we did a balance transfer to Chase account in the amount of \$4,367.00 with a new interest rate of 0%.**

**Capital One account ending in 5726 with an interest rate of 17.65% we did a balance transfer to Chase account in the amount of \$3,179.00 with a new interest rate of 0%.**

**Barclay account ending in 8598 with an interest rate of 17.99% we did a balance transfer to Chase account in the amount of \$756.04 with a new interest rate of 0%.**

**Bank of America account ending in 3759 with an interest rate of 18.49% we did a balance transfer to Chase account in the amount of \$248.00 with a new interest rate of 0%.**

**YF Solution account ending in 5033 in the amount of \$2,495.00 from Capital One.**

On your first negotiation we saved you a total of \$13,797.00 in interest and finance charges.

Note: When you receive your new credit cards, please contact your Financial Advisor, Mr. Edwin Allen. Enclosed in this welcome package is our service guarantee agreement, stating in writing the information which was verified and recorded on the date of our service. Once reviewed, sign and date the agreement on the bottom and if possible you can fax it to (561) 282-0436, email or mail the file back to us within two to three business days once received.

Sincerely,  
Customer Service  
YF SOLUTION LLC

Signature \_\_\_\_\_

## Payment Information

Payment Due Date  
**PAST DUE** For online and phone payments,  
the deadline is 8pm ET.

|             |                     |
|-------------|---------------------|
| New Balance | Minimum Payment Due |
| \$3,122.66  | \$3.122.66          |

**IMPORTANT ACCOUNT UPDATES:**

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

## Account Summary

|                  |              |
|------------------|--------------|
| Previous Balance | \$3,077.51   |
| Payments         | \$0.00       |
| Other Credits    | \$0.00       |
| Transactions     | + \$0.00     |
| Cash Advances    | + \$0.00     |
| Fees Charged     | + \$0.00     |
| Interest Charged | + \$45.15    |
| New Balance      | = \$3,122.66 |

Available Credit (as of Nov. 09, 2019) N/A



## Account Notifications

 Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account on our mobile app or at [www.capitalone.com](http://www.capitalone.com)

Customer Service: 1-800-258-9319

See reverse for Important Information



Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Payment Due Date: **Past Due**

Account Ending in 5726

Amount Enclosed

CYNTHIA L PANGRAZIO  
120 N 2ND ST  
DENNISON, OH 44621-1264

Capital One  
P.O. Box 6492  
Carol Stream, IL 60197-6492

.....

**How can I Avoid Paying Interest Charges?** If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging Interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

**How is the Interest Charge applied?** Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid Interest Charges are added to the corresponding segment of your account.

**Do you assess a Minimum Interest Charge?** We may assess a minimum Interest Charge of \$0.50 for each Billing Cycle if your account is subject to an Interest Charge.

**How do you Calculate the Interest Charge?** We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

**NOTE:** Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

**How can my Variable APR change?** Your APRs may increase or decrease based on one of the following indices (reported in The Wall Street Journal). The letter code below corresponds with the letter next to your APRs in the Interest Charge Calculation section of this statement.

| Code next to your APR(s) | How do we calculate your APR(s)? Index + margin | When your APR(s) will change  |
|--------------------------|---|---|
| P                        | Prime Rate + margin                             | The first day of the Billing Cycles that end in Jan., April, July, and Oct. |
| L                        | 3 month LIBOR + margin                          |   |
| D                        | Prime Rate + margin                             | The first day of each Billing Cycle.  |
| F                        | 1 month LIBOR + margin                          |   |

**How can I Avoid Membership Fees?** If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

**How can I Close My Account?** You can contact Customer Service anytime to request that we close your account.

**How do you Process Payments?** When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

**How do you Apply My Payment?** We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

**Billing Rights Summary (Does not Apply to Small Business Accounts)**

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

**Your Rights If You Are Dissatisfied With Your Purchase:** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

ETC-08

11/01/16

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## Changing Mailing Address?

You can change your address by signing into your account online or calling Customer Service.



Pay online at [www.capitalone.com](http://www.capitalone.com)



Pay using our mobile app

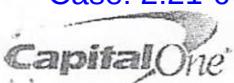
**How do I Make Payments?** You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

**When will you Credit My Payment?**

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

Any written requests on this form will not be honored. To manage your account, please refer to your billing statement for customer service options.



| Transactions   |             |                |
|--|-------------|----------------|
| Visit <a href="#">www.capitalone.com</a> to see detailed transactions. |             |                |
| Date   | Description | Amount         |
| <b>CYNTHIA L PANGRAZIO #5726: Transactions</b>                         |             |                |
| Date   | Description | Amount         |
| <b>Fees</b>  |             |                |
| Date   | Description | Amount         |
| <b>Total Fees for This Period</b>                                      |             | <b>\$0.00</b>  |
| <b>Interest Charged</b>  |             |                |
| Interest Charge on Purchases   |             | \$45.15        |
| Interest Charge on Cash Advances                                       |             | \$0.00         |
| Interest Charge on Other Balances                                      |             | \$0.00         |
| <b>Total Interest for This Period</b>                                  |             | <b>\$45.15</b> |
| <b>Totals Year-to-Date</b>   |             |                |
| Total Fees charged   |             | \$103.00       |
| Total Interest charged   |             | \$354.95       |

| Interest Charge Calculation  |                             |                                  |                 |
|--|-----------------------------|----------------------------------|-----------------|
| Your Annual Percentage Rate (APR) is the annual interest rate on your account. |                             |                                  |                 |
| Type of Balance  | Annual Percentage Rate(APR) | Balance Subject to Interest Rate | Interest Charge |
| Purchases  | 17.15% D                    | \$3,099.29                       | \$45.15         |
| Cash Advances  | 26.65% D                    | \$0.00                           | \$0.00          |

P,L,D,F = Variable Rate. See reverse of page 1 for details.



300079

# Tuscarawas County Court - Southern District

## Docket entry on civil case number CVF 2100050

[Click for case information](#)

**Case Number:** CVF 2100050

**Defendant(s):** Pangrazio, Cynthia L

**02/09/2021**

- CASE WAS FILED WITH COURT
- ADDRESS CHANGED FOR CAPITAL ONE BANK (USA) NA
- 471 E BROAD ST-12TH FL COLUMBUS OH 43215
- ADDRESS CHANGED FOR PANGRAZIO, CYNTHIA L
- 120 N 2ND ST DENNISON OH 44621
- CIVIL FILING FEE 1 DEFT - AS OF 5/1/2020 \$100.00
- PAYMENT - RECEIPT NO. 64759 IN THE AMOUNT OF \$ 100.00

**02/18/2021**

- SERVICE ON 02/18/2021 BY CERTIFIED

**02/23/2021**

- ANSWER OF DEFENDANT /S/ C. PANGRAZIO & V. WILSON (POA)

**03/15/2021**

- CASE SET FOR A PRE-TRIAL ON 04/14/2021 AT 9:00 AM

**03/22/2021**

- CIVIL COUNTERCLAIM OR CROSSCLAIM - AS OF 5/1/2020 \$30.00
- PAYMENT - RECEIPT NO. 64948 IN THE AMOUNT OF \$ 30.00

**03/24/2021**

- JUDGMENT ENTRY /S/ J. JACKSON, MR WILSON IS NOT PERMITTED
- BY HIS POWER O FATTORNEY TO REPRESENT MR PANGRAZIO IN COURT
- OR MAKE FILINGS ON HER BEHALF, DOING SO WOULD BE TANTAMOUNT
- AS PRACTITIONER LAW WITHOUT A LICENSE, MS PANGRAZIO TO GET ATTY

**03/30/2021**

- DEFENDANT FILED ANSWER

**04/07/2021**

- LETTER /S/ C. PANGRAZIO

**04/15/2021**

- CASE SET FOR A COURT TRIAL ON 09/08/2021 AT 9:00 AM

**04/21/2021**

- NOTICE OF SERVICE /S/ R. CASTRICONE, JR, REQUEST FOR
- ADMISSIONS AND REQUEST FOR PRODUCTION DOCUMENTS WERE SERVED
- ON CYNTHIA PANGRAZIO

**04/27/2021**

- LETTER FROM DEFENDANT /S/ C.PANGRAZIO

**05/04/2021**

- COPY OF FEDERAL RULES OF CIVIL PROCEDURE BROUGHT IN BY
- DEFENDANT
- REQUEST FOR ADMISSIONS, FILLED OUT BY DEFENDANT, /S/ C.
- PANGRAZIO

**05/07/2021**

- FILINGS FROM DEFENDANT C. PANGRAZIO

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# Tuscarawas County Court - Southern District

## Information on civil case number CVF 2100050

### Click for Docket Entries

#### Plaintiff(s)

**Plaintiff 1:** Capital One Bank (Usa) Na  
**(Plaintiff 1):** C/O Lyons, Doughty  
**Address:** 471 E Broad St-12th Fl  
**City/State/Zip:** Columbus Oh 43215  
**Attorney Name:** Castricone Jr  
**Attorney Code:**

**Plaintiff 2:**  
**Address:**  
**City/State/Zip:**  
**Attorney Name:**  
**Attorney Code:**

#### Defendant(s)

**Defendant 1:** Pangrazio, Cynthia L  
**Address:** 120 N 2nd St  
**City/State/Zip:** Dennison Oh 44621

**Defendant 2:**  
**Address:**  
**City/State/Zip:**

**Summons Served:** 02/18/2021  
**Served How:** CERTIFIED  
**Summons Date:** 02/09/2021

**Summons Served:**  
**Served How:** Undocumented  
**Summons Date:** 02/09/2021

**Attorney Name:**  
**Attorney Code:**

**Attorney Name:**  
**Attorney Code:**

#### Miscellaneous Case Information

**Hearing Type:** CT  
**Hearing Date:** 09/08/2021  
**Hearing Time:** 09:00 AM  
**1st Hearing Date:**

**Filing Date:** 02/08/2021  
**Cause of Action:** Complaint  
**Residing Judge:** BH  
**Warrant(s):** None

#### Judgement Information

**Claim Amount:** 3122.66  
**Judgement Date:**  
**Close Date:**

**Judgement (Narrative):**  
**Judgment Amount:**  
**Judgment Paid:** .00

#### Transactions

**Payor:** Vincent Wilson  
**Pay Date:** 03/22/2021  
**Payment Type:** Cash  
**Receipt #:** 64948

**Received By:** HM  
**Current Balance:** .00  
**Garnishment Issued:**  
**Refund Amount:** .00

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# **2019 Ohio Revised Code**

## **Title [13] XIII COMMERCIAL**

### **TRANSACTIONS - OHIO UNIFORM**

### **COMMERCIAL CODE**

#### **Chapter 1337 - POWER OF ATTORNEY**

#### **Section 1337.53 - Claims and litigation.**

**Universal Citation:** Ohio Rev Code § 1337.53 (2019)

#### **UNIFORM POWER OF ATTORNEY ACT**

##### **Article 2. AUTHORITY**

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to do all of the following:

- (A) Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;
- (B) Bring an action to determine adverse claims or intervene or otherwise participate in litigation;
- (C) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

(D) Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation;

(E) Submit to alternative dispute resolution, settle, and propose or accept a compromise;

(F) Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

(G) Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest of the principal in property or other thing of value;

(H) Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation;

(I) Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Added by 129th General AssemblyFile No.65, SB 117, §1, eff. 3/22/2012.

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